

SOUTHERN DISTRICT OF NEW YORK
POUGHKEEPSIE DIVISION

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In re:

TIMOTHY P. SANKER and
TERRY ANN SANKER,

CHAPTER 13
CASE NO.: 17-35935(CGM)

Debtor(s)

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ORDER APPROVING SETTLEMENT AND REDUCING CLAIM TO ZERO

The attorneys for the debtor, TIMOTHY P. SANKER and TERRY ANN SANKER in the above-referenced case, GENOVA & MALIN, having moved this Court for Order Approving Settlement as set forth in the Application dated October 27, 2017, and upon reading and filing the Notice of Presentment of said Application and the Application dated October 27, 2017, and Presentment of this Order on November 27, 2017, and there having been no opposition filed thereto, and due deliberation having been had thereon,

NOW, on motion of the debtors herein, pursuant to 11 U.S.C. § 105 and F.R.B.P. 9019, it is hereby

ORDERED, that the debtor herein be and hereby is authorized to enter into the Trial Loan Modification Agreement with regard to the first mortgage held by CAPITAL ONE, N.A. (“CAPITAL”), attached hereto as Exhibit “A”; and it is further

ORDERED, that, pursuant to the Trial Modification Period, the debtors are required to make three (3) monthly trial payments each in the amount of NINE SEVENTY-SIX DOLLARS

AND TWENTY-SIX CENTS (\$976.26), commencing on November 1, 2017 and continuing through January 1, 2018; and it is further

ORDERED, that the Trial Modification payments include principal, interest, insurance escrow, and real property tax escrow; and it is further

ORDERED, that CAPITAL shall make all real property tax and homeowner's insurance payments that become due upon the commencement of the debtor's payments pursuant to the Loan Modification Agreement and adjust escrow accordingly; and it is further

ORDERED, that the debtor herein be and hereby is authorized to enter into any Permanent Loan Modification that will result therefrom, provided that the terms of same do not substantially differ from those set forth in the Trial Modification Period ; and it is further

ORDERED, that CAPITAL shall deliver to the debtor the Permanent Loan Modification Agreement within TWENTY-ONE (21) days of the date upon which the debtor submits his final trial payment, and CAPITAL shall return to the debtor a fully executed copy thereof within TWENTY-ONE (21) days of its receipt of the Permanent Loan Modification Agreement executed by the debtor; and it is further

ORDERED, that Claim No. 4-1 filed by CAPITAL ONE, N.A. ("CAPITAL") on August 28, 2017, in the sum of ONE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED AND ELEVEN DOLLARS AND NINETY-SEVEN CENTS (\$162,811.97) seeking payment of pre-petition arrears in the sum of FORTY FIVE THOUSAND THREE HUNDRED EIGHTY-SEVEN DOLLARS AND SIXTY-ONE CENTS (\$45,387.61) is hereby reduced to ZERO (\$0.00); and it is further

ORDERED, that only the debtor is required to execute the permanent modification that shall result from this Trial Modification Offer.

Dated: December 4, 2017
Poughkeepsie, New York



/s/ Cecelia G. Morris

Hon. Cecelia G. Morris
Chief U.S. Bankruptcy Judge